

Marion Ind. CSD

Support Staff Assn.

7/1/2005 6/30/2007

MARION IND. CSD | SUPPORT STAFF ASSN. 05-07

(Secretaries)

MASTER CONTRACT

Between the

**MARION INDEPENDENT SUPPORT STAFF
ASSOCIATION**

and the

MARION INDEPENDENT SCHOOL DISTRICT

2005-2007

Table of Contents

Article I: Recognition	1
Article II: Grievance Procedure	2
Article III: Deductions	4
Article IV: Employee Evaluation Procedures	5
Article V: Hours of Work	6
Article VI: Wages and Salaries	7
Article VII: Insurance	8
Article VIII: Leaves of Absence	11
Article IX: Holidays	14
Article X: Seniority	15
Article XI: Vacancies and Transfers	16
Article XII: Staff Reduction and Recall	18
Article XIII: Health and Safety	19
Addendum A. Salary Schedule	20
Addendum B. Transfer Request Form	21
Addendum C. Grievance Form	22
Addendum D. Dues Deduction Form	24
Addendum E. Duration	25
2006-2007 Amendments to Master Contract	26

ARTICLE I: RECOGNITION

A. REPRESENTATIVE

The Marion Independent Support Staff Association, an affiliate of the East Central UniServ Unit, the Iowa State Education Association and the National Education Association, is the representative of the certified bargaining unit (case number 5955) as follows:

Included: Secretaries.

Excluded: Custodians and Maintenance Workers, Superintendent's Secretary, Business Manager's Secretary, Transportation Secretary, Home School Program Secretary, and other secretaries assigned to work at the District's 777 South 15th Street Office, Custodial Supervisor/Assistant Director of Operations, Mail Clerk/Courier, Associates, Bus Drivers, Food Service Workers, Professional Employees and all others excluded by Section 4 of the Act.

B. DEFINITIONS

As used herein, the term "*Regular or Full-time Employees*" shall mean all employees whose normal workweek is thirty-five (35) hours or more.

As used herein, the term "*Part-time Employee*" shall mean all employees whose normal workweek is less than thirty-five (35) hours per week.

A beginning employment date prior to January 1 of any year shall be considered one (1) year of experience toward the individual's placement on the Wage Schedule. A beginning employment date of January 1 or after of any year shall not count toward advancement on the Wage Schedule.

Temporary and seasonal employees are not covered by these terms and conditions of employment.

As used herein, the term "*Board of Directors*" shall mean the Marion Independent School Board of Education or designated representatives.

As used herein, the term "Employee" shall mean any employee represented by the Marion Independent Support Staff Association.

C. PROBATION

All new employees shall be subject to the serving of a probationary period of one hundred twenty (120) calendar days when the employee actually performs work.

Probationary employees may be separated for any cause or any reason by the District during the probationary period without appeal. The District will provide notice to the Union President and the employee. Satisfactory completion of the probationary period only means that the employee is then eligible for other rights under this contract. Other than that, no rights are created by satisfactory completion of the probationary period.

Probationary employees shall not be entitled to any of the leave of absence provisions under the terms of this Agreement during their probationary period, except for the sick leave provisions.

ARTICLE II: GRIEVANCE PROCEDURE

A. DEFINITIONS

Grievance -- A grievance is an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

Aggrieved party -- The aggrieved party is the employee, employees, employees on staff reduction, or the Association.

Day -- A day shall mean a calendar day. If the final day of a time period falls on a Saturday, Sunday or holiday, the deadline for action shall be extended to the next weekday.

B. PROCEDURE

The following procedures are to be followed on any claim by an employee, group of employees, or the Association. Confidentiality of the details of each grievance will be maintained at all levels.

At all steps of a grievance the Association and Administration shall have the option to have representative(s) attend any meeting required to resolve the grievance.

The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. The time limits may be changed by mutual agreement in written form only. The failure of an employee or the Association to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and shall act as a bar to further appeal of that alleged grievance. An Administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step.

Level One

In the event that an aggrieved party considers filing a grievance, the aggrieved party shall first discuss the alleged grievance with the district's Business Manager. This discussion must take place within (10) calendar days from the date of occurrence of the event giving rise to the alleged grievance.

Level Two

If, as a result of the informal discussion in Level One, an alleged grievance still exists, the aggrieved party may invoke the formal grievance procedure by filing an official form within five (5) calendar days of the completion of Level One as set forth in Addendum C. Forms will be available from the Association representative in each building and are to be submitted to the Business Manager involved in Level One.

Within ten (10) calendar days of receiving the formal grievance, the Business Manager shall indicate his/her disposition of the grievance in writing and shall furnish a copy thereof to the aggrieved party.

Level Three

In the event a grievance has not been satisfactorily resolved at the second level, the aggrieved party shall file within five (5) calendar days of the receipt of the administrator's written decision at the second level, a copy of the grievance with the Superintendent, or his/her designee.

Within ten (10) calendar days after such written grievance is filed, the aggrieved party and Superintendent or designee shall meet to resolve the grievance. The Superintendent or designee shall file an answer within ten (10) calendar days after the third level grievance meeting and communicate it in writing to the aggrieved party and the administrator involved in Level One.

Level Four

If the grievance is not resolved satisfactorily at Level Three, there shall be available a fourth level of binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the aggrieved party to the Superintendent within ten (10) calendar days from receipt of the Level Three answer to enter into such arbitration. The Public Employment Relations Board will be requested to provide a panel of seven (7) arbitrators. Upon receipt of the list, the parties shall select one of the names as the arbitrator.

The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close of hearing or the submission of the briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.

The arbitrator shall have no power to alter, change, detract from or add to the provisions of this agreement, but shall have power only to apply and interpret the specific provisions of this agreement to the resolution of the grievance(s) arising hereunder.

Expenses for the arbitrator's services shall be born equally by the District and the Association. Any other expenses incurred shall be paid by the party incurring same.

- D. All arbitration hearings, under this procedure, shall be conducted in private and shall include only witnesses, the party in interest, and their designated or selected representatives.

ARTICLE III: DEDUCTIONS

A. AUTHORIZATION

Any employee, who is a member of the Association, or who has applied for membership, may sign and submit Addendum D on or before October 1, a written request authorizing payroll deduction of professional dues to the Business Manager's Office. New employees hired after October 1 shall have thirty (30) days from the date of employment to sign and submit said request. The Association shall be responsible for informing its members of the professional dues deduction system and provide the necessary authorization forms for the deduction. Dues include the cost of membership to the organization only. Such items as initiation fees, special assessments, back dues, fines, and similar items will not be considered deductible dues.

B. REGULAR DEDUCTION

Pursuant to a deduction authorization, the Board shall deduct an equal amount from the regular salary check of the employee for the balance of the year. Employees who begin employment after October 1 shall have their total dues prorated on the basis of the remaining months.

C. TRANSMISSION OF DUES

The Board shall transmit to an official designated by the Association the total monthly deduction for professional dues within ten (10) contract days following each regular pay period. A listing of the authorized employees for whom deductions are being made will be provided the Association with the October deductions. The Association will be notified of any changes on a monthly basis. The employer shall have no responsibility for collecting said dues for any month the employee's regular check is insufficient to cover said deductions.

D. DURATION

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Business Manager's Office and the Association.

E. INDEMNIFY & HOLD HARMLESS

The Union shall indemnify and save the employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the employer for the purposes of complying with the provisions of this article.

ARTICLE IV: EMPLOYEE EVALUATION PROCEDURES

A. INFORMED OF EVALUATION PROCEDURES

Within six (6) weeks after the beginning of the school year employees shall be acquainted by the supervisor with the evaluation procedures to be observed. A new employee or an employee reassigned after the beginning of the school term shall be notified by the appropriate supervisor of the evaluation procedures in effect. Such notification shall be within six (6) weeks of the first day in the new assignment.

B. FIRST TWO YEARS OF EMPLOYMENT

The performance of employees in their first two years in the District shall be formally evaluated a minimum of one (1) time each year and after two years, a minimum of once every other year or as deemed practical and necessary by the supervisor or his/her representative.

C. FORMAL EVALUATION

The evaluator and the employee shall meet at a mutually agreeable time within ten (10) working days following any formal evaluation. Both parties shall sign a written evaluation and a signed copy shall be given to the employee. The employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of content. The employee shall have the right to submit an explanation or other written statement regarding any evaluation inclusion in his/her personnel file. Any written statement by the employee shall be made within ten (10) working days of the evaluation conference.

D. COMPLAINTS

Any complaints directed toward an employee which are placed in their personnel file are to be called to the employee's attention in writing within ten (10) days of the complaint.

E. REVIEW OF PERSONNEL FILE

An employee, presently under contract, shall have the right to review the contents of his/her own personnel file during business hours with reasonable notice and security provisions. A representative of the Association may, at the employee's request, accompany the employee in this review. Confidential job recommendations shall be excluded. For those items not covered in paragraphs C & D above the employee shall have the right to respond to such other materials contained in said file and to any materials to be placed in said file in the future. Such employee responses shall become a part of said file. Responses must be made within 10 days of reviewing the file except as provided in C & D above.

F. GRIEVANCE OF EVALUATION

An employee who has been evaluated has the right to grieve such evaluation, if the overall evaluation is rated as unsatisfactory by the employer, on the grounds that the evaluation criteria have been ignored, arbitrarily applied, or that the specified evaluation procedures have not been followed.

ARTICLE V: HOURS OF WORK

A. ASSIGNMENT

The administration shall determine all hours, starting and stopping time, and the assignment of employees during those hours to insure and maintain the services necessary and essential to the functioning of the School District.

B. DUTY-FREE LUNCH

Each employee shall have an unpaid duty-free lunch period of 30-60 minutes as determined by the employee's supervisor.

C. BREAK TIME

Each full-time employee shall have one fifteen (15) minute break with full pay during the first half of his/her shift and one fifteen (15) minute break with full pay during the second half of his/her shift, each of which shall be at a time approximately in the middle of the half shift within which it occurs and exact time to be assigned by the immediate supervisor. Employees working less than full time, and more than four hours, shall have one fifteen (15) minute break, as assigned by the supervisor, approximately in the middle of their shift.

ARTICLE VI: WAGES AND SALARIES

A. REGULAR SALARY SCHEDULE

All employees shall be paid according to their proper job classification. Starting salary will be \$9.61 per hour.

B. PLACEMENT OF FORMER EMPLOYEES

Upon returning to the District, any employee with previous work experience in the district shall receive full credit on the salary schedule for his/her job classification for previous experience in this district.

C. METHOD OF PAYMENT

Normally, payday shall be on the fifth (5th) and twentieth (20th) of each month except when the payday falls on a holiday or a weekend, in which case the payday shall be on the last previous working day. The above mentioned payday shall be adhered to unless prohibited by circumstances beyond the control of the School District.

Employees shall receive their paycheck at the building where assigned unless otherwise mutually agreed to by both parties.

D. OVERTIME

Overtime shall be defined as *"hours worked in excess of a normal forty (40) hour week."*

1. Overtime pay will be at the rate of one and one half (1-1/2) times the staff member's normal hourly rate.
2. Compensatory time may be computed at a rate of one and one half (1-1/2) hours of compensatory time off for each hour worked in excess of a forty (40) hour week. Only with the mutual consent of the employee and his/her immediate supervisor will compensatory time be granted in lieu of overtime pay.
3. Overtime and compensatory time shall be paid as required by the Fair Labor Standard Act (FLSA). However, the hours of a holiday shall count toward the overtime calculation.

ARTICLE VII: INSURANCE

A. HEALTH INSURANCE

Single or Family Coverage

The School District shall make available to all regular full-time employees both single and dependent health and major medical insurance. The District shall provide \$434.42 per month (\$5213.04 per year) toward the purchase of health and major medical insurance for all full-time employees who participate in a District-sponsored plan. These payments will be made to employees as additional salary. Employees may choose different levels of coverage from the various plans offered by the district. Any savings in premium dollars will be reflected in the employee's check. Employees may elect to have the premium paid through payroll deduction in accordance with the District's Section 125 Cafeteria Plan. All new qualifying employees who wish to receive the District contribution for health insurance must take at least a single plan. The current practice of withholding for 10 month employees for 12 month insurance will continue.

Employees who are currently receiving the \$3,120 annual cash benefit for health insurance may enroll in the District-sponsored health insurance plans within 30 days of a HIPA qualifying event. The increased District contribution toward health insurance will begin immediately and be prorated by the amount of the workdays remaining in the respective employee's contract.

Voluntary Wage Reduction

The School District will make available a voluntary wage reduction plan consistent with Section 125 of the Internal Revenue Code. The basic component of this plan shall allow for the deduction of employee paid health and major medical insurance, unreimbursed medical expenses and dependent care.

B. LIFE INSURANCE

Employee

For each regular full-time employee, the School District shall provide a Group Term Life Insurance Plan. This Plan shall include Forty-Thousand Dollars (\$40,000) life insurance coverage, including accidental death and dismemberment coverage. The Group Term Life Insurance Plan will include double indemnity in the event of accidental death.

Dependent

The School District shall provide the opportunity for a regular full-time employee to procure group term dependent life insurance of five thousand dollars (\$5,000) for spouse and one thousand dollars (\$1,000) for each dependent under age 19 in his/her immediate family at his/her own cost. The premium cost for the dependent insurance shall be paid by the employee through payroll deduction.

C. LONG TERM DISABILITY INSURANCE

For each regular full-time employee, the School District shall pay the premium. The plan shall be no less than coverage at the rate of 66 2/3% of salary.

D. COVERAGES

The school district insurance programs shall be available for twelve (12) consecutive months each work year. All insurance programs are subject to the policies of the insurance carrier and to the regulations of the Internal Revenue Service. It shall be the responsibility of the employee to notify the Business Office in writing, if he/she desires to participate in or drop from the board approved health insurance program or any other coverage made available.

E. DESCRIPTION

The school district will inform employees as to the insurance benefits available to them under terms of this agreement within thirty (30) days after hire date. Pamphlets, booklets and documentation necessary for the employees to utilize such benefits will be furnished promptly upon receipt from the respective insurance carrier.

F. ANNUITIES

Tax sheltered annuities may be contracted for by the Board at the employee's request. In each case, the employee must make a written request through an insurance carrier on the forms provided by the District. All applications must be made prior to the cut-off date established by the business office. Employees must choose from a list of District approved companies.

G. CLAIMS AGAINST THE SCHOOL DISTRICT

The School District's only obligation under this Article is to purchase insurance policies and pay such premiums as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by the carrier. However, the District shall make the same insurance contribution toward the payment of the private insurance premium for any employee denied coverage by the district's group insurance carrier.

H. ELIGIBILITY

For the purposes of this Article, it is understood and agreed by the parties that group insurance shall be allowed for those regular full-time employees who are employed thirty-five (35) hours or more per week. All insurance programs are subject to the policies of the insurance carrier and to the regulations of the Internal Revenue Service. All employees working more than thirty (30) hours but less than thirty-five (35) hours per week as of July 1, 1999 shall continue to receive the insurance and other full time employee benefits.

I. DENTAL REIMBURSEMENT (not dental insurance)

The district will reimburse each full-time employee for employee and/or dependent dental expenses incurred during the contract year and submitted by June 30, up to a maximum of One-Hundred Sixty-seven Dollars (\$167). The term "reimbursement" means that the incurred dental expense must first be submitted to the spouse's carrier (if applicable) before reimbursement is requested from the Marion Independent School District. Employees may turn in their receipts to the Business Office for reimbursement at any time prior to June 30. Reimbursements will be made following the next regular board meeting after the request is processed. Only one reimbursement per year will be made to each employee.

It is understood that the District will utilize PRIME Benefits to allow employees to submit their dental reimbursement claims as often as necessary and coordinate reimbursement claims with the Flexible Benefits Plan. If and when the time comes that this enhancement is no longer utilized by the District the reimbursement practice will revert back to the language shown above.

ARTICLE VIII: LEAVES OF ABSENCE

A. SICK LEAVE

Employees shall be granted sick leave without loss of wages according to the following schedule:

First year of employment	ten (10) days
Second year of employment	eleven (11) days
Third year of employment	twelve (12) days
Fourth year of employment	thirteen (13) days
Fifth year of employment	fourteen (14) days
Sixth year and each subsequent year	fifteen (15) days

Sick leave may be used for dental and doctor appointments that cannot be scheduled during non-working hours.

Sick leave may be accumulated to a maximum of one hundred twenty (120) days. Unused sick leave during the first partial year of employment will carry over into the new school year on a prorated basis.

The employee may be requested to provide a certificate from the medical doctor in accordance with district policy and in accordance with Chapter 279.40 of the *Code of Iowa*.

Sick leave may not be used for elective or cosmetic surgery.

B. FAMILY ILLNESS

Employees may use up to six (6) days of their sick leave for family illness. This family leave may be taken in increments of one (1) hour.

Family shall mean spouse, son, daughter, sister, brother, parent, parent-in-law, step-parent, daughter-in-law, son-in-law, grandchild, grandparent, spouse's grandparent, legal guardian, and legal dependent.

C. EMERGENCY LEAVE

An employee may be granted an emergency leave of no more than two (2) days per year without loss of pay. Emergency leave shall not be accumulative from year to year. Emergency leave may be taken in increments of one (1) hour.

Emergencies which qualify for the use of this leave are: serious emergencies such as: family illness, or any occurrence of a serious nature, arising within the previous twenty-four hours and demanding immediate attention. Family shall mean spouse, son, daughter, sister, brother, parent, parent-in-law, step-parent, daughter-in-law, son-in-law, grandchild, grandparent, spouse's grandparent, legal guardian, and legal dependent.

If the leave is not approved, the absence shall be deducted at the appropriate hourly rate. The granting or withholding of such leaves shall be at the district's discretion and shall not be precedential.

D. PERSONAL BUSINESS LEAVE

It is recognized that certain personal business matters cannot be cared for after school hours, on weekends, or during vacation periods.

Each employee shall be allowed two (2) days of personal business leave per year. Employees who do not use personal leave day(s) during the school year will be reimbursed for unused days at the regular hourly rate based on the normal number of hours worked per day. Reimbursement will be included with the June paycheck. Employees may carry over unused personal days to the next year to accumulate a maximum of four (4) days. Employees must notify the payroll specialist in writing by June 1 if they intend to carry over any personal leave days.

Request for personal business leave shall be submitted in writing. The employee shall receive written approval prior to taking leave. In the event that personal leave is taken for the purpose of a family illness, the requirement for prior written approval shall be waived.

No personal leave may be used for the work day immediately preceding or following any holiday or vacation nor during the week before or week after school is scheduled to begin/end unless unavoidable extenuating circumstances exist. Personal leave may be used in one hour increments.

If the leave is not approved, any absence will be deducted at the individual's appropriate rate. The granting or withholding of such leaves shall be at the district's discretion and shall not be precedential.

E. JURY DUTY

If an employee is called for jury duty, he/she shall continue to receive full wage compensation less the amount paid to him/her for such services. When a juror is not required to do full-time jury service, he/she is expected to report for regular work.

F. BEREAVEMENT LEAVE

In the event of death in the immediate family, an employee may be granted a leave of absence for each occurrence, not to exceed five (5) days, at the time of such death to attend or make funeral arrangements. The immediate family shall mean spouse, son, daughter, sister, brother, parent, parent-in-law, step-parent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, spouse's grandparent, grandchild, legal dependent, and legal guardian.

One (1) day per year may be granted for bereavement leave for any significant person not listed in this article. Proof of attendance may be required at the discretion of the administrator.

Requests for bereavement leave shall be made as soon as possible, in advance, to the Business Manager or his/her designee and if requested by the Business Manager or his/her designee, the employee shall furnish proof of death and of the employee's relationship to the deceased.

This leave will be granted without loss of wages or deduction from personal illness leave, but it shall not be accumulative. Upon recommendation by the supervisor, the business manager may approve additional days for bereavement leave for unique circumstances.

G. FAMILY AND MEDICAL LEAVE ACT OF 1993

All eligible employees shall be eligible for unpaid leave under the Family and Medical Leave Act of 1993, provided the employee meets all eligibility requirements as set forth in Board Policy 402.3 and Regulation 402.3R.

H. RELIGIOUS

Any employee whose commonly recognized religious affiliation requires the observance of holidays other than those scheduled in the school calendar shall be excused by making his/her needs known to the building principal at least ten (10) days prior to the requested holiday. Leave shall be granted on one of the following basis:

1. Unpaid, without loss of seniority
2. Paid, by use of a day of personal leave.
3. Paid, with the immediate supervisor scheduling compensatory time after conferring with the employee.

I. ASSOCIATION

A maximum of three (3) days of Association Leave shall be available for representatives of the Association to attend conferences, conventions, and activities of the local association, ISEA, and NEA. Requests for Association leave shall be submitted to the business manager or designee at least two (2) weeks in advance on the leave request form and approval shall be given at least one (1) week in advance of the requested leave. Association leave may be used in one (1) hour increments.

J. GENERAL

If school is cancelled, employees will be allowed to avoid loss of pay for those hours missed by using personal leave, floating holiday or working the missed hours at a later time but prior to the end of the school year.

ARTICLE IX: HOLIDAYS

A. HOLIDAYS

Regular employees shall receive the following paid holidays.

Fourth of July (12 month employees only)

Labor Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas

One additional day at Christmas**

New Year's Day

One additional day at New Year's**

One day during Spring Break or Good Friday**

Memorial Day

Two (2) Floating Holidays**

If a holiday falls on a Saturday, then the holiday will be on the Friday before or on a Sunday, then the holiday will be on the Monday following, or as agreed upon by the employee and the supervisor.

** These days should be approved in advance by the employee's supervisor.

ARTICLE X: SENIORITY

The term "Seniority" as used in this Agreement shall begin on the employee's first day of work and shall mean the time of continuous employment within the bargaining unit of the District. Approved leaves of absence, both paid and unpaid, including staff reduction leave, will not break the continuity of employment. However, the time spent on unpaid leaves except those granted for religious purposes or for Family Medical Leave, will not be counted as time of employment. Employees will receive a full credit for each year of service unless uncredited time spent on unpaid leave exceeds ninety (90) working days.

The District will provide each employee and the Association with a seniority list on September 30 of each year. Employees will have twenty (20) calendar days to respond with corrections to the list. The list will become final and binding except for any employee who responds within the twenty (20) day period.

Subsequent corrections may be made at the next reissuance by mutual agreement of the District and the Association.

ARTICLE XI: VACANCIES AND TRANSFERS

A. DEFINITIONS

1. The term "vacancy," as used in this agreement, shall mean any position, whether newly created or a present position, which the employer desires to fill.
2. The term "transfer," as used in this agreement, shall mean the movement of an employee to a different job classification, or a change from one building to another or a change in shift.
3. A transfer shall be considered involuntary if the employee does not consent or agree to the transfer.

B. NOTIFICATION

1. Notice of vacancies will be announced through regular school communication channels and will be posted in all buildings when school is in session. During the summer the notice will be mailed directly to the home of each secretary.
2. Employees shall have seven (7) calendar days to give written notice of their intention to apply for the vacancy by submission of two (2) copies of addendum B. The first day shall be the day after the vacancy is first posted in the buildings.

C. PROCEDURE

1. Voluntary Transfer
 - a. Employees interested in a vacancy may apply in writing to the business manager or his/her designee within the seven (7) calendar day posting period.
 - b. If more than one qualified employee (see paragraph 3 below) applies for the same position, and all qualifications are equal, the most senior applicant shall receive the transfer.
 - c. The business manager's decision on a voluntary transfer shall be final.

2. Involuntary Transfer

If there is no applicant appropriately qualified for a voluntary transfer, the District shall have the right to involuntarily transfer an employee. Such notice of involuntary transfer shall be given to the employee not less than seven (7) calendar days before the effective date of the transfer.

3. Qualifications for transfers which shall be considered are:
 - a. Work record (Written record prior to date of transfer).
 - b. Skills (Specifically related to the vacant position).
 - c. Experience in District
 - d. Experience out of District (If the same is within last 5 years).

4. The above factors shall be considered when comparing employee(s) or outside applicant(s) who is/are not currently employed by the District, for the available vacancy.
5. If an employee applicant is not chosen for the position because an outside person is hired, the employee may request a written explanation as to why he/she was not chosen for the position.
6. An involuntary transfer may be grieved if made arbitrarily, or capriciously or the procedures have not been followed.

ARTICLE XII: STAFF REDUCTION AND RECALL

If the District determines it is necessary to layoff employees, the layoff shall be accomplished on a District-wide basis in the following manner:

1. Layoffs will be determined as specified below.
2. Employees will be compared using the following factors:
 - a. Work record
 - b. Skills
 - c. Experience including Seniority*

*If an employee has seven (7) or more years experience at the District seniority shall be a major factor and only overridden if there is a significant difference in one or more of the factors in a and b.

These factors may not have equal importance in each case. When that situation occurs an explanation will be provided by the administration. (For example: skills might be most important because an employee has specialized computer training, etc.).

If the above factors are equal between the employees the employee with the least seniority within the category will be laid off first. If seniority is the same, the date of hire shall prevail. (i.e., last hired = first reduced).

Recall

1. Laid off employees will have recall rights to a vacant position in that employees classification for two (2) years from the date of last working for the District.
2. If two or more employees are on recall within the same classification the employee with the best qualifications will be recalled first. If qualifications are tied the employee recalled shall be determined by the employee with the most seniority.
3. Laid off employees must keep the District informed of their current address in writing.
4. Notice of recall will be by certified mail return receipt requested and the recalled employee must accept or reject the recall within ten (10) calendar days of the mailing of the notice or the employee will be deemed to have rejected the position. Acceptance of recall shall be in writing and hand delivered to the person issuing the recall notice. Rejection of recall shall terminate recall rights.
5. Recalled employees do not earn benefits or seniority while laid off but shall be restored to all unused accumulated sick leave upon recall and seniority shall begin to accrue again to be added to the employee's prior seniority.

ARTICLE XIII: HEALTH AND SAFETY

A. HEALTH

A physical examination shall be required of all employees as a condition of initial employment. Forms for the examination shall be provided by the Board. The School District shall reimburse the employee for the cost, not to exceed sixty dollars (\$60) for such physical examination, upon receipt of the completed physical examination form and evidence of the amount charged the employee. The cost of the physical must first be submitted to the insurance carrier. Any amount not paid by the insurance carrier will be paid by the District up to the \$60 limit.

Employees shall be required to have a physical examination every three (3) years as a condition of continuing employment. Forms for the examination shall be provided by the Board.

The School District shall reimburse the employee for the cost, not to exceed sixty dollars (\$60) for such physical examination, upon receipt of the completed physical examination form and evidence of the amount charged the employee. Any amount not paid by the insurance carrier will be paid by the District up to the \$60 limit.

Hepatitis B vaccination will be made available for those employees who make a request at the beginning of the year when offered.

B. SAFETY

If the District requires an employee to attend a CPR or First Aid Training session before or after the employee's normal work day, the District will reimburse that employee at the rate paid to teachers.

Name _____ Date _____

Present Assignment _____
School _____ Position _____

Vacancy Applied for: _____
School _____ Position _____

Received: _____
Business Manager _____ Date _____

This form is available from your building principal and shall meet deadlines in accordance with Article XI, Transfer Procedures.

ADDENDUM C: GRIEVANCE FORM

Distribution of Form

1. Association
2. Employee
3. Employer

Step 1: Meeting Date

Step 2: Date Filed

Grievant(s): _____

STEP 2

A. Date Violation Occurred: _____

B. Section(s) of Contract Violated: _____

C. Statement of Grievance: _____

D. Relief Sought: _____

Signature

Date

E. Disposition by Immediate Supervisors: _____

Signature of Immediate Supervisor

Date

STEP 3

A. _____
Signature of Grievant Date Filed

B. Disposition by Superintendent or Designee: _____

Signature of Superintendent
or Designee

Date

STEP 4

A. _____
Signature of Association Representative

B. _____
Date Submitted to Arbitration

Last Name	Middle Initial	First Name
-----------	----------------	------------

Amount _____

Date
Signature

Building _____ Social Security Number _____

ADDENDUM E

DURATION

A. DURATION PERIOD

This Agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2007.

B. SIGNATURE CLAUSE

In witness whereof the parties hereto have caused this Agreement to be signed by their respective representatives, attested by their respective chief negotiators, and their signatures placed thereon.

Dated this _____ day of _____, 2005.

MARION INDEPENDENT
SUPPORT ASSOCIATION

MARION INDEPENDENT
BOARD OF EDUCATION

BY: _____
Support Staff Rep

BY: _____
Tom Thurman, President

BY: _____
Steve Adams

BY: _____
David G. Bradley
Board Bargaining Rep